

**AGREEMENT BETWEEN  
THE CITY OF NORTH MIAMI AND  
GREENWOOD INVESTMENTS, INC.  
FOR IMPROVEMENT AND MAINTENANCE  
OF LIBERTY GARDENS PARK**

**THIS AGREEMENT** is entered into this 16 day of MAY, 2017 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161 ("City") and **Greenwood Investments, Inc.**, a Florida profit corporation, having its principal office at 1158 N.E. 92<sup>nd</sup> Street, Miami Shores, Florida 33138 and physical address at 12525 N.E. 7<sup>th</sup> Ave, North Miami, Florida 33161 ("Owner"), hereinafter collectively referred to as the "Parties", regarding the rehabilitation of an alleyway wall adjacent to the real property legally described as:

Lots 25, 26, 27 and 28, Block 6, IRONS MANOR, according to the Plat thereof, recorded in Plat Book 10, at Page 71, of the Public Records of Dade County, Florida a/k/a 12525 N.E. 7<sup>th</sup> Ave, North Miami, Florida 33161. Folio# 06-2230-007-0920 ("Property");

**WITNESSETH:**

**WHEREAS**, City funds will be utilized for improvements, maintenance, and any future repairs of Liberty Gardens Park, the alleyway wall, including bracket installations, located at the rear and along the east side of the Property ("the Project"); and

**WHEREAS**, the Owner has agreed to the Project in accordance with the terms of this Agreement; and

**WHEREAS**, the City agrees to take responsibility for the improvements, maintenance, and any future repairs to the Project.

**WHEREAS**, this Agreement is entered into after compliance by the Parties with all applicable provisions of federal, state, and local laws, statutes, rules and regulations.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein contained and subject to the terms and conditions hereinafter stated, the Parties agree as follows:

1. City funds in the amount of \$\_\_\_\_\_.00 are being utilized for the purpose of constructing the alleyway wall located in the rear and along the south side of the Property.
2. The Scope of Services and Renderings outlining the details of the Project, attached as Exhibit "A", represent the scope of work and responsibilities of the City under this Agreement.

3. The Project shall be performed in accordance with the applicable codes, ordinances and statutes of the City, Miami-Dade County and the State of Florida.
4. The Owner has reviewed the Project plans and consents to the installation of improvements as detailed in Exhibit "A".
5. The Owner's obligations shall include:
  - a. Shall maintain the Property in good condition once the Project is completed.
  - b. Shall grant the City access to the Property for the improvements, maintenance, and any future repairs to the Project.
  - c. Shall not install or affix any items to the Project, its brackets, walls, or any portions thereof.
  - d. Shall not damage or alter the Project in any form.
6. The City's obligations shall include:
  - a. Shall take responsibility for the improvements, maintenance, and any future repairs to the Project.
  - b. Shall conduct quarterly inspections of the Project for evidence of damage or deterioration and make all necessary repairs for the life of the Project.
  - c. May, periodically, inspect the real Property for the purpose of assuring compliance with this Agreement.
7. This Agreement is subject to termination under any one of the following conditions:
  - a. By the City, if the Owner fails to perform its duties under this Agreement, following the thirty (30) days written notice.
  - b. If mutually agreed to by both Parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this agreement.

Additionally, the City may seek civil action and penalties including court costs, attorneys' fees and reasonable administrative expenses should Owner fail to comply with the foregoing covenants and restrictions.

8. Owner shall hold harmless, indemnify and defend the City, its officers, agents, representatives and employees from any and all obligations, liabilities, actions, claims, causes of action, suits or demands arising or accruing by virtue of this Agreement.
9. The City is a municipality, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

10. Owner shall not assign any interest in this Agreement.
11. This Agreement shall be governed by the laws of Florida, and venue shall be in Miami-Dade County, Florida.
12. Notices and Demands: All notices, demands, correspondence and communications between the City and Owner shall be deemed sufficiently given under the terms of this Agreement if dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City:           City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attn: City Manager

With a copy to:       City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161  
Attn: City Attorney

If to Owner:           Greenwood Investments, Inc.  
1158 N.E. 92<sup>nd</sup> Street  
Miami Shores, FL 33138  
Attn: Steven J. Johnson, JD, CPA, PA.

or to such address and to the attention of such other person as the City or Owner may from time to time designate by written notice to the others.

15. It is understood and agreed that all Parties, personal representatives, executors, successors and assigns are bound by the terms, conditions and covenants of this Agreement.
16. Any amendments, alterations or modifications to this Agreement will be valid when they have been reduced to writing and signed by the Parties.
17. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
18. Should any provision, paragraphs, sentences, words or phrases contained in the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws; or, if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining

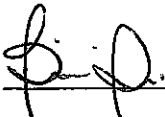
terms and provisions of this Agreement shall remain unmodified and in full force and effect.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

ATTEST:

Witness:

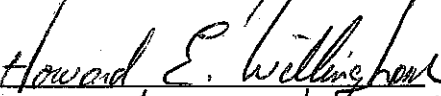
By: 

Print Name: Brittini Durio

Date: 5/16/17

Greenwood Investments, Inc.

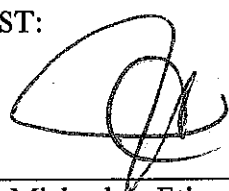
"Owner"

By: 

Print Name: Howard E. Williamson

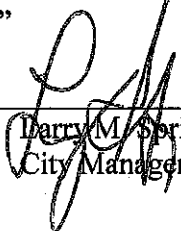
Date: 5/16/2017

ATTEST:

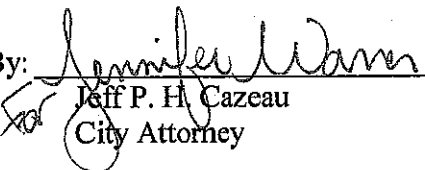
By:   
Michael A. Etienne  
City Clerk

City of North Miami, a Florida municipal corporation:

"City"

By:   
Larry M. Spring, Jr.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
Jeff P. H. Cazeau  
City Attorney

**Exhibit "A"**

**SCOPE OF SERVICES AND RENDERINGS**

City agrees to undertake the following work: